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AND PARKS**

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LOS ANGELES, CA 90012
(213) 202-2633, FAX (213) 202-2614

LAPARKS.ORG
PARK PROUD LA

August 17, 2017

Anna M. Lasso, General Manager
State of California 5th District of Agricultural Association
Office of Exposition Park Management
700 Exposition Drive
Los Angeles, CA 90037

Dear Ms. Lasso:

Enclosed are executed original sets of the following documents relative to the Lucas Museum of Narrative Art Project:

1. Contract No. 129872-1: First Amendment to Ground Lease - Athletic Field between the City of Los Angeles, acting by and through the its Board of Recreation and Park Commissioners (City of Los Angeles), and the State of California, acting by and through 5th District of Agricultural Association, California Science Center, and the Office of Exposition Park Management (State).
2. Contract No. 129864: Ground Lease between the City of Los Angeles and the State for Two (2) Parcels Located West of EXPO Center
3. Contract No. 129865: Memorandum of Ground Lease between the City of Los Angeles and State for Two (2) Parcels Located West of EXPO Center

If you have any questions with regard to the Agreement, please contact Mr. Cid Macaraeg, Director of Real Estate and Asset Management, at (213) 202-2608.

Very truly yours,

**BOARD OF RECREATION AND
PARK COMMISSIONERS**

ARMANDO X. BENCOMO
Commission Executive Assistant II

Enclosures

cc: Michael A. Shull, General Manager
Anthony-Paul Diaz, Executive Officer and Chief of Staff
Ramon Barajas, Assistant General Manager
Cathie Santo Domingo, Superintendent
Cid Macaraeg, Director of Real Estate and Asset Management
Departmental Chief Accountant
City Attorney's Office
City Controller's Office



**First Amendment
to
Ground Lease – Athletic Field**

This First Amendment to Ground Lease – Athletic Field (“First Amendment”), dated as of this 1st day of Aug, 2017, for identification purposes only, is made by and between the State of California, acting by and through the 6th District Agricultural Association (6th DAA), California Science Center, and the Office of Exposition Park Management, with the approval of the Director of the Department of General Services (DGS) and the Natural Resources Agency, hereinafter collectively referred to as “State”, and the City of Los Angeles, a California municipal corporation and public body, hereinafter referred to as “Lessee”.

RECITALS

- A. State is the fee owner of that certain real property commonly known as the Exposition Park, located at 700 Exposition Park Drive, County of Los Angeles, State of California.
- B. Pursuant to that certain “Ground Lease-Athletic Field”, dated for reference purposes as of February 1, 2016, made by and between State and Lessee (“Lease”), State currently leases to Lessee, and lessee currently leases from State, a portion of that real property referenced above in Recital A. The Lease also includes various rights and obligations with respect to the development and shared use of parking spaces. All defined terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.
- C. Lessee has satisfied all of its obligations under the Lease to complete capital improvements, including without limitation the obligation to develop a total of 325 parking spaces at four separate locations (i.e., State-owned Vermont strip – 130 spaces; City-owned Leighton Street – 33 spaces; City-owned EXPO Center perimeter – 108 spaces; and City-owned MLK strip – 54 spaces).
- D. State anticipates that it will soon be entering into one or more agreements with Lucas Museum of Narrative Art, a California nonprofit public benefit corporation (“Museum Entity”), for the proposed development of the Lucas Museum of Narrative Art (“Museum”), and a portion of the Museum will be located on a playfield currently leased to Lessee under the Lease.
- E. To accommodate the development of the Museum and its campus, which will include public open space, the Parties now mutually desire to amend the Lease to, among other things: (i) relocate the Playfield to a new location; and (ii) revise the existing rights and obligations relative to the shared use of parking spaces, all subject to the terms and conditions of this First Amendment.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, State and Lessee hereby agree as follows:

AGREEMENT

I. Amendment to the Lease

The Parties hereby amend the Lease as follows:

A. Playfield

(i) Construction of and Relocation to New Playfield

The Parties acknowledge that the current Playfield (sometimes also referred to as the “Playing Field” in the Lease) is located on that property shown on Exhibit “A” of the Lease. State hereby agrees to construct, or have the Museum Entity construct, a new playfield (“New Playfield”), which shall be substantially the same size as the current Playfield. The New Playfield shall be located on that property directly south of the current Playfield, at the northeast corner of Vermont Avenue and Martin Luther King Jr. Boulevard, as shown on Exhibit 1 attached hereto. The New Playfield shall be diligently constructed and developed at no cost to the City. Lessee shall not be obligated to pay or fund any portion of the development costs of the New Playfield. To the extent reasonably feasible, the State or the Museum Entity shall use best efforts to ensure that the time period during which the current Playfield is not available for use due to construction of the New Playfield is minimized. State agrees that no construction may commence with respect to any portion of the Museum project until the New Playfield is completed and ready for use by Lessee. Upon completion of the New Playfield, all of Lessee’s rights to use the current Playfield under the Lease shall be relocated to the New Playfield.

(ii) Lease References to Playfield

Upon completion of the New Playfield, all references under the Lease to the current Playfield, including without limitation Exhibit “A” to the Lease, shall be deleted and replaced with references to the New Playfield, which is depicted on Exhibit 1 hereto.

B. Release of State’s Use Rights to 325 Parking Spaces

The Parties acknowledge that, under the Lease, State has certain rights to occasionally use any or all of those 325 parking spaces referenced in Recital C above (“325 Spaces”). State hereby fully and irrevocably relinquishes any and all of its rights under the Lease to use the 325 Spaces, or any portion thereof, as of the later of (i) date that the New Playfield is ready for use by Lessee or (ii) January 31, 2018. Notwithstanding anything to the contrary, Lessee shall not have any obligation to ensure that State’s rights to these 325 Spaces are not interfered with in connection with activities relating to construction by the State and/or the Museum Entity.

C. State’s New Rights to Parking Spaces

Commencing upon the completion of the New Playfield through and until the expiration of the term of the Lease, Lessee shall provide the following 162 parking spaces to the State: (i) City-owned EXPO Center perimeter – 108 spaces; and (ii) City-owned MLK strip – 54 spaces. The rate to be paid by State to Lessee for these 162 parking spaces and the frequency of use thereof shall be the same as the rates and frequencies set forth in Article 7 of that certain Non-Disturbance Agreement between State and USC, entered into effective as of September 4, 2013, net of all of the State's direct costs incurred in the daily operation of the 162 parking spaces. In

lieu of directly paying the Lessee for the use of these 162 parking spaces, the State may pay Lessee by providing Lessee rent credit against the annual rent specified in the Lease.

D. Release of Lessee's Use Rights to 495 Parking Spaces

The Parties acknowledge that, under the Lease, Lessee has certain rights to occasionally use up to 495 parking spaces located on that certain property referenced in the Lease as "Lot 1" ("495 Spaces"). Lessee hereby fully and irrevocably relinquishes any and all of its rights under the Lease to use the 495 Spaces, or any portion thereof, as of the date construction commences on Lot 1.

E. Lessee's New Rights to Parking Spaces

(i) 33 Parking Spaces

Once Lessee loses the ability to use its parking area located on Leighton Street (which parking area contains 33 parking spaces) due to construction activities, State shall provide Lessee the right to use 33 parking spaces, on a daily basis, at no charge to Lessee, which 33 parking spaces shall be provided within: (i) that certain underground parking structure to be constructed by the Museum Entity partially underneath the current Playfield and to be owned and operated by the State, (ii) that certain existing surface parking lot, commonly known as Lot 5, located at the northwest corner of Martin Luther King Jr. Boulevard and Hoover Street ("Lot 5"), and/or (iii) that certain existing surface parking lot, commonly known as Lot 4, located directly north of Lot 5 ("Lot 4"). The 33 parking spaces will be available to Lessee 24 hours per day. Lessee shall not have any right to sell, transfer or lease the parking spaces and any revenue received by Lessee from the parking spaces shall belong to the State. Notwithstanding the above, the 33 parking spaces will not be available to Lessee during any Major Event at Expo Park, which is defined as any event with expected attendance of 25,000 or more or during any event for which USC or LAFC has the right to purchase all parking owned or operated by the State pursuant to agreements entered into by the State and USC and LAFC.

(ii) 200 Parking Spaces

State shall make available to Expo Center patrons no less than 200 parking spaces, on a daily basis, at rates no higher than comparable parking meter rates in the vicinity, which 200 parking spaces shall be provided within Lot 4 and/or Lot 5. Notwithstanding the foregoing, the Parties acknowledge that some or all of these 200 parking spaces may not be available at any time that the State has committed the spaces to other Expo Park entities for parking for Park Events scheduled on the Exposition Park Master Calendar in accordance with the park user scheduling procedures and priorities.

II. Affirmation of Other Terms

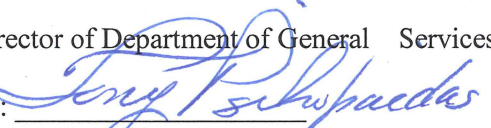

Except as otherwise provided in this First Amendment, all terms and conditions contained in the Lease are hereby ratified and confirmed. The Lease shall remain in full force and effect, except as expressly modified by this First Amendment.

[signature page follows]


IN WITNESS WHEREOF, this First Amendment has been executed by the Parties hereto as of the date written below.

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| <p>"State":</p> <p>The State of California, acting by and through the 6th District Agricultural Association, California Science Center, and the Office of Exposition Park Management</p> | <p>"Lessee":</p> <p>City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners</p> |
| <p>6th District Agricultural Association California Science Center</p> <p>By: <u>Ana M. Lasso</u> Ana M. Lasso, General Manager Office of Exposition Park Management Date: <u>Aug 3, 2017</u></p> | <p>By: _____ Sylvia Patsaouras, President Date: _____</p> <p>By: _____ Armando Bencomo, Secretary Date: _____</p> |
| <p>Reviewed and Approved:</p> <p>Director of Department of General Services</p> <p>By: _____ Tony Psihopaidas, Manager State Owned Leasing and Development Date: _____</p> | <p>Approved as to form:</p> <p>Michael N. Feuer, City Attorney</p> <p>By: _____ Deputy City Attorney Date: _____</p> |
| <p>Recommend Approval:</p> <p>By: _____ Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: _____</p> | <p>Attest:</p> <p>Holly L. Wolcott, City Clerk</p> <p>By: _____ Deputy Date: _____</p> |
| <p>Consent:</p> <p>Natural Resources Agency</p> <p>By: _____ John Laird, Secretary Date: _____</p> | |

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| <p>6th District Agricultural Association California Science Center</p> <p>By: _____ Ana M. Lasso, General Manager Office of Exposition Park Management Date: _____</p> | <p>By: _____ Sylvia Patsouras, President Date: _____</p> <p>By: _____ Armando Bencomo, Secretary Date: _____</p> |
| <p>Reviewed and Approved:</p> <p>Director of Department of General Services</p> <p>By:  Tony Psihopaidas, Manager State Owned Leasing and Development Date: <u>8/3/17</u></p> | <p>Approved as to form:</p> <p>Michael N. Feuer, City Attorney</p> <p>By: _____ Deputy City Attorney Date: _____</p> |
| <p>Recommend Approval:</p> <p>By:  Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: <u>8/3/17</u></p> | <p>Attest:</p> <p>Holly L. Wolcott, City Clerk</p> <p>By: _____ Deputy Date: _____</p> |
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| <p>6th District Agricultural Association California Science Center</p> <p>By: _____ Ana M. Lasso, General Manager Office of Exposition Park Management Date: _____</p> | <p>By: _____ Sylvia Patsouras, President Date: _____</p> <p>By: _____ Armando Bencomo, Secretary Date: _____</p> |
| <p>Reviewed and Approved:</p> <p>Director of Department of General Services</p> <p>By: _____ Tony Psihopaidas, Manager State Owned Leasing and Development Date: _____</p> | <p>Approved as to form:</p> <p>Michael N. Feuer, City Attorney</p> <p>By: _____ Deputy City Attorney Date: _____</p> |
| <p>Recommend Approval:</p> <p>By: _____ Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: _____</p> | <p>Attest:</p> <p>Holly L. Wolcott, City Clerk</p> <p>By: _____ Deputy Date: _____</p> |
| <p>Consent:</p> <p>Natural Resources Agency</p> <p>By:  John Laird, Secretary Date: <u>8/2/17</u></p> | |

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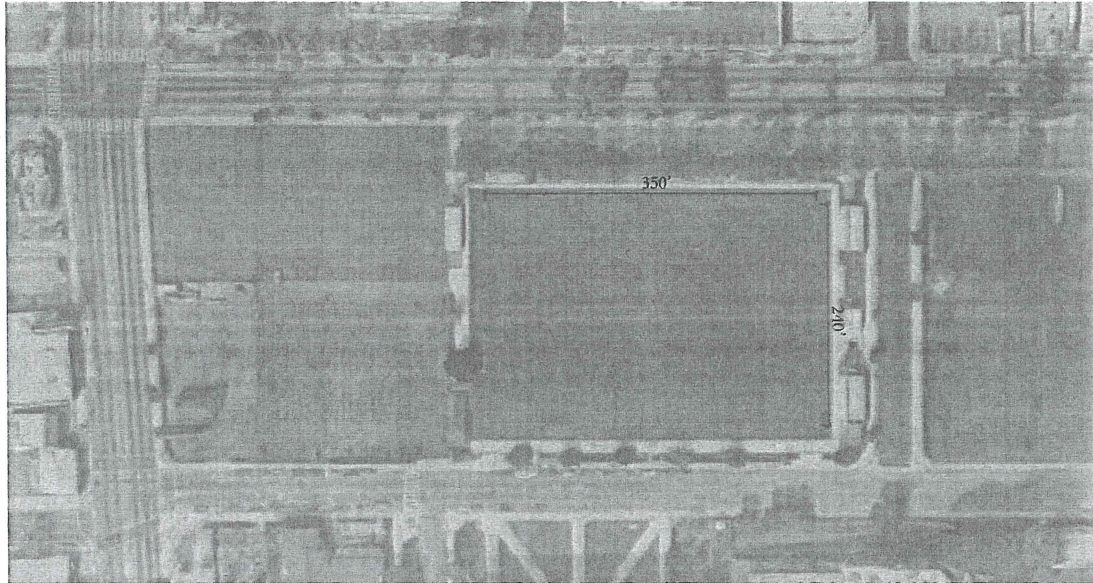
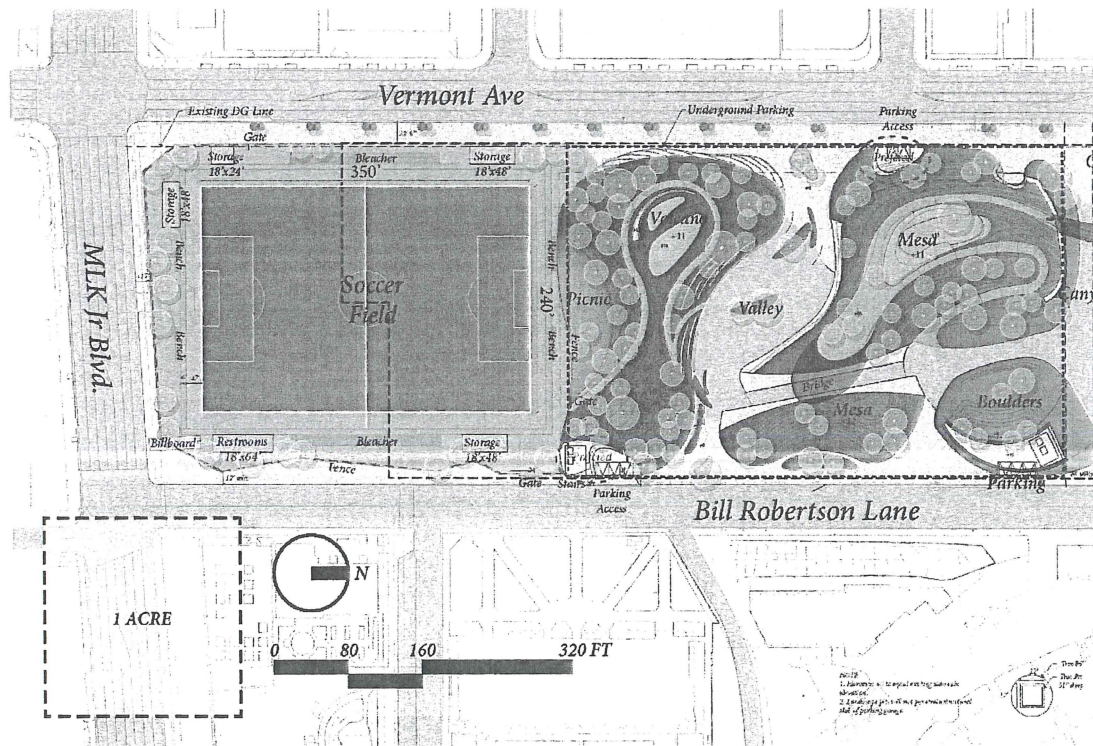
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| <p>Reviewed and Approved:</p> <p>Director of Department of General Services</p> <p>By: _____ Tony Psihopaidas, Manager State Owned Leasing and Development Date: _____</p> | <p>Approved as to form:</p> <p>Michael N. Feuer, City Attorney</p> <p>By: <u><i>Michael N. Feuer</i></u> Deputy City Attorney Date: <u>8-2-17</u></p> |
| <p>Recommend Approval:</p> <p>By: _____ Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: _____</p> | <p>Attest:</p> <p>Holly L. Wolcott, City Clerk</p> <p>By: <u><i>Holly L. Wolcott</i></u> Deputy Date: <u>8-17-17</u></p>  |
| <p>Consent:</p> <p>Natural Resources Agency</p> <p>By: _____ John Laird, Secretary Date: _____</p> | <p><u>C-129892-1</u></p> |

Exhibit 1

[New Playfield Location – See Attached]



CURRENT SOCCER FIELD PLAN



PROPOSED SOCCER FIELD PLAN

